

PLAINTIFF'S PROPOSED INSTRUCTION NO. 1 – RE EXISTENCE OF A CONTRACT

In this case, the plaintiff, GMW Fire Protection, Inc., and defendant, Kanag'Iq Construction, Inc., disagree about the terms of a construction contract.

The law does not enforce all promises; it enforces those promises, made by one person to another person, which are part of a contract. You must decide whether there was a contract between the plaintiff and the defendant.

To find that there was a contract, you must decide that it is more likely than not true:

- (1) that both the plaintiff and the defendant gave something of value or promised to something of value in exchange for what the other gave or promised; and
- (2) that both the plaintiff and the defendant agreed to the essential terms and conditions of what each gave or what each promised to give the other. Agreement as to these essential terms may be implied from conduct or words. The law does not require that the conduct or words be in any special form.

If you decide that both things are more likely than not true, then there was a contract, and you must decide some additional things that I will explain to you

Otherwise, you must decide that the plaintiff and the defendant did not form a contract.